

Panaji, 9th May, 2013 (Vaisakha 19, 1935)

SERIES II No. 6

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 5 dated 02-05-2013 as follows:-

- 1) *Extraordinary dated 02-05-2013 from pages 135 to 136 regarding Notifications from Department of Finance (Revenue & Control Division).*
- 2) *Extraordinary (No. 2) dated 07-05-2013 from pages 137 to 138 regarding Notifications from Department of Finance (Revenue & Control Division).*
- 3) *Extraordinary (No. 3) dated 08-05-2013 from pages 139 to 140 regarding Notification from Goa Legislative Secretariat.*

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 1-23-2000/EST/RCS/1325

Government is pleased to promote Shri Rajesh Parwar, Sr. Marketing Inspector, on the establishment of the Registrar of Co-op Societies, Government of Goa, to the post of Assistant Marketing Officer (Group 'B' Gazetted) on ad hoc basis in the pay scale of ₹ 9,300-34,800 + ₹ 4,200/- and to post him against the vacant post of Assistant Marketing Officer, Panaji in place of Shri M. G. Sawant who has been promoted to the post of Asstt. Registrar of Co-op. Societies (Marketing).

The appointment is purely on ad hoc basis, initially for a period of one year and will not bestow on the appointee any claim for regular appointment/promotion to higher post and seniority in the grade.

He is entitled to dearness and such other allowances as may be sanctioned by Government from time to time.

The pay of Shri Rajesh Parwar is debitable to the budget Head "2435—Other Agricultural Programmes, 01—Marketing and Quality Control, 101—Marketing Facilities, 01—Agricultural Marketing (Non-Plan), 01—Salaries".

Shri Rajesh Parwar shall hand over the complete charge to Shri Monal Manerikar, Sr. Marketing Inspector until further orders.

This order shall come into force w.e.f. the date of taking over the charge of the post.

By order and in the name of the Governor of Goa.

J. B. Bhingui, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 26th April, 2013.

Order

No. 1-99-TS/GCPP/RCS/1347

- Read: 1) Letter dated 20-03-2013 from the Committee of Administrator of Goa Co-op. Printing Press Con. Co-op. Society Ltd., Ponda-Goa requesting to exempt from sub-section 3 of Section 71 of the Goa Co-op. Societies Act, 2001.
- 2) Letter No. 2/16/12-13/ADM/2023 dated 20-03-2013 from ARCS (PZ) Ponda requesting to exempt the society in terms of Section 126 A of Goa Co-op. Societies Act, 2001.

In exercise of the powers conferred by Section 126 A of Goa Co-op. Societies Act, 2001, Government is pleased to exempt Committee of Administrator appointed by the Government in respect of Goa Co-op. Printing Press Consumers Co-op. Society Ltd., Ponda-Goa from the provisions

of Section 71 (3) of the Goa Co-op. Societies Act, 2001 so as to facilitate them to enroll new members of the society.

By order and in the name of the Governor of Goa.

J. B. Bhingui, Registrar of Co-op. Societies.

Panaji, 29th April, 2013.



Department of Education, Art & Culture

Directorate of Technical Education
Board of Technical Education

Office Order

No. BTE/GEN/BM/17 Vol-IV/2010/127

Undersigned in the capacity as Director of Technical Education and Chairman, Board of Technical Education, Goa State, is pleased to reconstitute the "Special Committee" as below for dealing with malpractices in examinations, discrepancy in Question Paper etc.

1. Dr. P. S. Kinnerkar, MD, — Chairman.
Transweld Products, Panaji
2. Shri Donaldo Rodrigues, — Member.
Controller of Examinations,
Goa University
3. Shri B. G. Shetye, Secretary, — Member.
Goa Board of Secondary and
Higher Secondary Education,
Porvorim
4. Shri R. A. D'Cruz, Principal, — Member.
Institute of Hotel Management
& Applied Nutrition (GOI),
Porvorim
5. Shri M. S. Kamat, Ex-Principal, — Member.
MES Higher Secondary School,
Zuarinagar, Vasco
6. Dr. Radhika S. Naik, — Member.
Principal, S. S. Dempo College
of Commerce & Economics,
Altinho, Panaji
7. Dr. K. Shrinivas Rao, Principal, — Member.
V. M. Salgaonkar, College of
Law, Miramar, Panaji
8. Shri N. V. T. Pednekar, — Member
Secretary, Board of Technical
Education, Porvorim

The Committee shall have the following functions:

1. To study the report of malpractice cases reported and to decide upon the penalties to be imposed.
2. To study the complaints of discrepancy in question paper and decide remedial measures to offset the problem, if any.
3. To look into errors in results reported and approve/decide the corrective action, if any.
4. Any other matter with respect to conduct of examinations and declaration of result.

The Committee shall have tenure of two years and treated as State Committee for the purpose of Travelling and Daily Allowances. Non-official members shall be eligible for travelling and daily allowances as admissible to Group A officers.

Vivek B. Kamat, Director of Technical Education & Chairman (Board of Technical Education).

Porvorim, 3rd May, 2013.



Department of Finance

Revenue & Control Division

Notification

No. 2/1/95-Fin(R&C) (A)

In exercise of the powers conferred by sub-rule (4) of Rule 99 of the Goa Excise Duty Rules, 1964, the Government of Goa, being satisfied that it is necessary in the public interest, hereby directs that all licenced premises "for the sale of liquor" located within the jurisdiction of Municipality areas of Ponda and Sanquelim Goa, shall be closed from 11-05-2013 to 13-05-2013 in view of Election to the Municipal Councils of Ponda and Sanquelim, 2013.

The licenced premises having licence for "Bar and Restaurant" may be allowed to keep the restaurant open for serving food only. However, the Bar counter shall be closed and no liquor shall be allowed to serve on the said days. The owners of the licenced premises having "Bar & Restaurant" shall also display a board in the premises that no liquor will be served and that the restaurant is open for serving food only.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).
Porvorim, 8th May, 2013.

Notification

No. 2/1/95-Fin (R&C) (B)

In exercise of the powers conferred by Sections 5 and 8 of the Goa Excise Duty Act, 1964 (Act 5 of 1964) (hereinafter called the "said Act"), the Government of Goa hereby prescribes that, notwithstanding anything contained in the Government Notifications No. Fin (Rev.)/2-35/SE/6/68/(A) dated 29-2-1972 and No. Fin(Rev.)/2-35/SE/6/65/(B) dated 29-2-1972, the following shall be the maximum quantity of liquor which can be transported from one place to another within the jurisdiction of Municipal Council of Ponda and Sanquelim Goa, by any person or which can be possessed by any person within said area without a permit issued in accordance with the provisions of the said Act and the Rules made thereunder, from 11-05-2013 to 13-05-2013.

- (a) Three quart bottles of Indian made foreign liquor other than beer and six bottles of beer for any person including his family.
- (b) Three quart bottles of country liquor for any person including his family.

This Notification shall remain in force only from 11-05-2013 to 13-05-2013, in view of Election to the Municipal Council of Ponda and Sanquelim, 2013.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).
Porvorim, 8th May, 2013.

◆
Directorate of Accounts

Order

No. DA/Admn/45-6/2013-14/TR-271/18

Government is pleased to order the transfer and posting of the following Assistant Accounts Officer under the Common Accounts Cadre as shown below with immediate effect on administrative grounds.

Sr. No.	Name of the Officer	Present place of posting	Transfer & posted at
1.	Shri Francisco Xavier Rodrigues	Directorate of Accounts, Panaji-Goa	Directorate of Accounts, South Branch, Margao-Goa.

The transfer of the Officer is made at his own request, and therefore, he is not entitled for transfer T.A. and joining time.

On joining the new assignment, he shall send two copies of the CTC/Joining Report to this Directorate immediately for record.

By order and in the name of the Governor of Goa.

Gurunath S. Potekar, Director & ex officio Joint Secretary (Accounts).

Panaji, 2nd May, 2013.

Order

No. DA/Admn/45-6/2013-14/TR-270/17

In supersession of Order No. DA/Admn/45-6/2013-14/TR-94/09 dated 16th April, 2013, Government is pleased to order the transfer and posting of Assistant Accounts Officers under the Common Accounts Cadre as shown below with immediate effect on administrative grounds.

Sr. No.	Name of the Officer	Present place of posting	Transferred & posted at
1.	Smt. Sandhya Phaladesai alias Pai Khot	Directorate of Accounts, Panaji-Goa (awaiting posting)	O/o the Superintendent of Police (North), Porvorim-Goa.
2.	Shri Uday L. Naik Madkaikar	O/o the Principal Chief Conservator of Forests, Forests Department, Panaji-Goa	Goa State Aids Control Society, Panaji-Goa (on deputation).
3.	Smt. Liza Fernandes e Pereira	Goa State Aids Control Society, Panaji-Goa	O/o the Principal Chief Conservator of Forests, Forest Department, Panaji-Goa.

They shall, however, continue to hold the additional charge of the post of Accountant as they were holding on the date of issue of this order.

Wherever the transferees do not change their place of residence from the old station to the new station, they will not be entitled for availing joining time and transfer T.A.

The period of deputation of Smt. Sandhya Phaladesai alias Pai Khot stands curtailed till 12-04-2013, i.e. the date she is relieved from Goa Sarva Shiksha Abhiyan, whereas the period of deputation of Smt. Liza Fernandes e Pereira stands curtailed till the date of her relief from the Goa State Aids Control Society.

The transfer/posting of Shri Uday L. Naik Madkaikar is on deputation basis initially for a period of one year from the date of his assuming the charge and shall be governed as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 as amended from time to time.

On expiry of the deputation period, he shall necessarily stand relieved to report back to the parent department, unless the deputation period is extended by the competent authority. In the event of overstaying for any reason whatsoever, he will be liable for disciplinary action and other adverse Civil/Service consequences.

On joining their new assignments, the concerned Officers shall send two copies of their CTC/Joining Reports to this Directorate immediately for record.

The Officers at Sr. No. 1 & 2 shall move first.

By order and in the name of the Governor of Goa.

Gurunath S. Potekar, Director & ex officio Joint Secretary (Accounts).

Panaji, 2nd May, 2013.

Corrigendum

No. DA/Admn/45-6/2013-14/TR-269/16

Ref: Order No. DA/Admn/45-6/2013-14/Tr-186/13 dated 23-04-2013.

In partial modification to the order referred above, the place of transfer and posting of Shri Vitorino Colasso, Assistant Accounts Officer may be read as "Directorate of Accounts, Panaji-Goa" instead of "Directorate of Accounts, South Branch Office, Margao-Goa".

Consequently, the para in the referred order "The transfer and posting of Shri Vitorino Colasso, Assistant Accounts Officer is at his own request, hence he is not entitled for joining time, composite transfer grant/TA/DA" stands deleted.

All other conditions remain unchanged.

By order and in the name of the Governor of Goa.

Gurunath S. Potekar, Director & ex officio Joint Secretary (Accounts).

Panaji, 2nd May, 2013.

Department of Home

Home — General Division

Order

No. 2/52/2008-HD(G)SPCA/1432

Read: 1) Order No. 2/52/2007-HD(G)/SPCA dated 30-08-2011.

2) Order No. 2/52/2007-HD(G)/SPCA dated 22-09-2011.

3) Order No. 2/52/2007-HD(G)/SPCA dated 16-01-2012.

Ex post facto approval of the Government is hereby accorded to extend the contract appointment of the following officials of the State Police Complaint Authority as below:

Sr. No.	Name and Designation	Date of expiry of contract	Date of contract extended upto
1.	Smt. Maria Antonieta Fernandes, Secretary, SPCA	01-07-2012	23-1-2013.
2.	Smt. Sheila Lobo, Stenographer, SPCA	20-08-2012	23-1-2013.
3.	Shri Hipolito Dias, Superintendent, SPCA	01-09-2012	23-1-2013.

The above officials stand relieved from the said posts on the afternoon on 23-01-2013 so as to enable them to draw their full pension thereafter.

This issues with the concurrence of the Finance (Budget) Department vide their U. O. No. 1400318 dated 20-02-2013.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 24th April, 2013.

Department of Labour

Notification

No. 28/1/2013-Lab/186

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-11-2012 in reference No. IT/88/2000 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 17th April, 2013.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/88/2000

Shri Carlos Cardozo,
Boca da Vaca, H. No. 176,
Panaji-Goa.

V/s

M/s. Surendra Dempo Enterprises Pvt. Ltd.,
Kanchan Junga, Near T.V. Tower,
Altinho, Panaji-Goa.

M/s. Surendra Dempo Enterprises Pvt. Ltd.,
World Trade Centre No. 1, 10th Floor,
Cuffe Parade, Mumbai 400 005.

Adv. Shri P. J. Kamat for Party I/Workman.

Adv. Shri G. K. Sardessai for Party II/Employer.

AWARD

(Passed on 30th day of November, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short The Act) the Government of Goa by order dated 24-11-2000 bearing No. IRM/CON/(22)/2000/5878 referred the following dispute for adjudication.

“(1) Whether the action of the management of M/s. Surendra Dempo Enterprises Pvt. Ltd., Panaji-Goa, in terminating the services of Shri Carlos Cardozo, Driver, with effect from 29-12-1999, is legal and justified?

(2) If not, to what relief the Workman is entitled?”

2. Upon receipt of the reference, IT/88/00 was registered. Notices were issued to both the parties under registered post upon which both the parties were served. Party I filed the claim statement at Exb. 4. Party II filed written statement at Exb. 5. Rejoinder was filed by Party I at Exb. 6.

3. In the claim statement it is in short the case of Party I that he was the Employee of M/s. V. S.

Dempo and Company Ltd., Panaji since January, 1989 and was working as a driver; that Mr. Surendra V. Dempo was one of the directors of the aforesaid company till about August, 1996 and till then the services of Party I were utilized by Shri Surendra V. Dempo. That around September, 1996 Mr. Surendra V. Dempo separated from aforesaid company and floated his independent company in the name and style of Party II with its office at World Trade Centre No. 10th floor, Cuffe Parade, Mumbai 400 005 and a branch office at Kanchan Junga, Near TV Tower, Altinho, Panaji, Goa and Party I was placed at Panaji office. It is further the case of Party I that he was lured to join Party II on better terms and conditions of service and that he joined the services of Party II from 3-10-96 on a consolidated salary of ₹ 5,600/- per month together with all other benefits. That his services were utilized in Goa as a car driver and caretaker of the residential bungalow of the Director of Party II where the office is housed. It is further the case of Party I that on or about 3-1-2000 he was issued a letter dated 29-12-99 terminating his services with immediate effect without assigning any reasons and without giving him notice of one month nor pay in lieu of notice nor retrenchment compensation as provided under the provisions of the Act. It is also the case of Party I that he then made demand on Party II by his letter dated 3-1-2000 and reminder dated 1-2-2000 but Party II by its letter dated 10-2-2000 intimated him that there is no change in the decision conveyed in its letter dated 29-12-99. The matter was then taken up before Labour Commissioner but could not be settled in conciliation and referred to this Tribunal. The Party I has therefore prayed to hold that the action of Party II in terminating his services with effect from 29-12-99 is illegal and unjustified and to reinstate him in service with full back wages and other benefits.

4. In their defence it is the case of Party II that Party I was never in the employment of Party II and was never paid any salary or wages by Party II nor was issued any appointment letters by Party II. It is also the case of Party II that no demand was served by Party I on Party II. According to Party II, Party I was personal driver of one of its directors Mr. Surendra Dempo and therefore no reliefs could be granted against Party II. It is stated that Mr. Surendra Dempo gave an option to Party I either to continue as an employee of V. S. Dempo and Company Ltd. or join him as his personal driver and Party I accepted the offer of Mr. Surendra V. Dempo by requesting him to give an increase in the salary which was accepted

by Shri Surendra V. Dempo who by his letter dated 3-10-96 appointed Party I as his driver and he was also made responsible for the maintenance and upkeep of the bungalow of Shri Surendra Dempo. It is stated that at the instance of Party I, Shri Surendra V. Dempo agreed to give a loan of ₹ 30,000/-, interest free to Party I by the said letter dated 3-10-96 and this was acknowledged by Party I by his letter dated 4-10-96. That an agreement was also agreed into between Party I and Shri Surendra Dempo in respect of the said loan of ₹ 30,000/-. It is stated that Shri Surendra Dempo also gave a further loan of ₹ 25,000/- to Party I and an agreement to that effect was entered into between Party I and said Shri Surendra Dempo. It is therefore in short the case of Party II that there is no Employer-Employee relationship between Party I and Party II and the present reference is therefore misconceived, baseless and not maintainable and no reliefs could be granted to Party I.

5. In the rejoinder, Party I denied the averments made by Party II in the written statement.

6. Based on the above averments, issues at Exb. 7 were framed on 20-4-01.

7. In the course of evidence, Party I examined himself as witness No. 1 and Shri Krishna Govind Mantri as witness No. 2. On the other hand, Party II examined Mr. Amilcar Crispino De Noronha Fernandes as witness No. 1 for Party No. II and closed their case. Records reveal that Party II has placed on record the affidavit in evidence of Shri Surendra Dempo at Exb. 12 but as he was not made available for tendering the said affidavit before the Court on oath, and for cross-examination, said affidavit loses its significance and thus cannot be read in evidence.

8. Heard Lnd. Adv. Shri P. J. Kamat for Party I and Lnd. Adv. Shri G. K. Sardessai for Party II. Both the Lnd. Advocates have placed on record the written submissions at Exb. 18 and Exb. 19 respectively.

9. I have gone through the records of the case and have duly considered the submissions of both the advocates.

10. I am reproducing herewith the issues alongwith their findings and the reasons thereof:

Sr. No.	Issues	Findings
1.	Whether the Party I proves that he was employed with the Party II as a driver from 3-10-1996 on consolidated salary of ₹ 5,600/- p.m.	In the positive.
2.	Whether the Party I proves that the Party II terminated his services w.e.f. 29-12-99 in contravention of the provisions of the I. D. Act, 1947?	In the positive.
3.	Whether the Party I proves that the action of the Party II in terminating his services w.e.f. 29-12-99 is illegal and unjustified?	In the positive.
4.	Whether the Party II proves that there is no industrial dispute and hence the reference is liable to be rejected?	In the negative.
5.	Whether the Party II proves that the Party I is gainfully as well as self-employed?	In the positive.
6.	Whether the Party I is entitled to any relief?	As per order below.
7.	What Award?	As per order below.

REASONS

11. *Issue Nos. 1 & 4:* Both these issues are answered together for the sake of convenience as they are interconnected and this is because though it is the case of Party I that he was employed with Party II as a driver, according to Party II, Party I was never in the employment of Party II and therefore no industrial dispute exists between both the parties.

12. There is otherwise no dispute between the parties over the fact that Party I was the Employee of M/s. V. S. Dempo and Company Ltd., Panaji since January, 1989 and that he was working as a driver. It is also not in dispute that Mr. Surendra V. Dempo was one of the Directors of M/s. V. S. Dempo and Company Ltd., till about August, 1996 and till then the services of Party I were utilized by Surendra V. Dempo. It is also not disputed that around September, 1996 Mr. Surendra V. Dempo separated from M/s. V. S. Dempo and Company Ltd., and floated his independent company under the name and style of M/s. Surendra Dempo Enterprises Pvt. Ltd., i.e. Party II.

13. In his evidence Party I has stated after floating the Party II company, Mr. Surendra Dempo told him to join the services of the said company and that he would give him 20% increase in his salary and would also give him more benefits. He has stated that the head office of Party II was at Cuffe Parade, Bombay and branch office at Altinho, Panaji. He has stated that vide letter dated 3-10-96 he was appointed as driver by Party II and he also used to take care of bungalow of Surendra Dempo situated at Altinho and he has produced the copy of the said letter at Exb. W-1. He has stated that Exb. W-1 has been signed by Mr. Surendra Dempo and he signed the same accepting the appointment. In the cross-examination of Party I he has admitted that Exb. W-1 was given to him by Surendra Dempo on his personal letter head but has denied the suggestion that he was employed by Mr. Surendra Dempo as his personal driver and also to look after and maintain his bungalow at Altinho.

14. In his arguments Learned Advocate for Party I invited my attention to the office address of Party II on the right hand top corner of Exb. W-1 which is at World Trade Centre, C-Wing, 10th Floor, Cuffe Parade, Mumbai 400 005 by stating that Exb. W-1 was issued from the Bombay office of Party II and also that there is mention in this letter that in case Party I wishes to leave the services of the company, when the loan is still outstanding then he would have to repay the same in full before leaving the services. Thus, according to him Party I was serving the Party II company as stated in this letter and therefore he cannot be considered as the personal driver of Shri Surendra Dempo.

15. On the other hand, according to Lnd. Advocate for Party II since this letter i.e. Exb. W-1 is on the letter head of Shri Surendra Dempo and has also been signed by Shri Surendra Dempo in his personal capacity, the same gives a clear indication that the word "company" has been used loosely in this letter and the same cannot be construed to mean that Exb. W-1 is issued by the company.

16. No doubt, Exb. W-1 is on the letter head of Shri Surendra V. Dempo and has also been signed by Shri Surendra V. Dempo but one cannot lose sight of fact that Shri Surendra V. Dempo who has signed this letter is one of the Directors of Party II company and being in such capacity i.e. holding

such position in the company, it was not expected of him to use the word "company" loosely in Exb. W-1, in case he had signed it in his personal capacity. That apart, as Exb. W-1 shows the address of the office of Party II at Mumbai, I find force in the submissions of Lnd. Adv. for Party I that it has been issued by the office of Party II. Consequently the contents of this letter wherein Shri Surendra Dempo has written that "I am pleased to appoint you as my driver to be based in Goa" deserve to be read to mean that Party I has been appointed by Party II and more particularly by Shri Surendra Dempo in the capacity as Director of Party II.

17. Party I has stated that when in employment of Party II, as a driver his duties were to arrange the vehicles for the employees, directors etc. of Party II. He has produced copy of a letter dated 28-9-98 at Exb. W-2 addressed by Shri Surendra Dempo to Hertz Rental Car in which it is stated that his son Mr. Vivek Dempo and daughter Ms. Nita Dempo were arriving in Goa; that they will require a Maruti Esteem car which will be driven by his own driver i.e. Party I and the details of the driving license of Party I are also given in this letter. It may be mentioned here that Party I has stated that Mr. Vivek Dempo and Ms. Nita Dempo are the directors of the Party II company and this statement of Party I is not denied in his cross-examination. It is therefore clear from the above statement of Party I that the arrangement of the car sought to be made in Exb. W-2 is for the use of the aforesaid both the directors and this is because as a driver of Party II it was one of the duties of Party I to arrange vehicles for the employees, directors etc. Merely because there is mention in Exb. W-2 that the said car would be driven by the "own driver" of Shri Surendra Dempo, it would not be justified to say that this arrangement was made by Shri Surendra Dempo for his personal driver, as other-wise Exb. W-2 would have not been written on the letter head of Party II company.

18. Even for that matter, Party I has produced at Exb. W-3 a letter dated 13-1-1999 signed by Mr. Vivek Dempo in which it is stated that when the director of Party II Ms. Nita S. Dempo was in Goa for three days while on duty Party I had not been wearing uniform provided to him by the company and he was warned of appropriate action for disobedience of any lawful order given to him by his superiors. No doubt, according to Lnd. Advocate for Party II, the designation of Mr. Vivek Dempo as director is not written below

his name in Exb. W-3, however one cannot lose sight of the fact that Exb. W-3 is on the letter head of Party II and that Shri Vivek Dempo has signed Exb. W-3 for Party II. Even for that matter, in my view, there was no reason for Shri Vivek Dempo to sign Exb. W-3 in his personal capacity for Party II and more particularly by mentioning in Exb. W-3 that Party I had not been wearing uniform provided to him by the 'Company'. The above statement found in Exb. W-3 gives a clear indication that Party I had been working for Party II company as otherwise there was no reason for Party II company to provide uniform to Party I. Thus, even this aspect leads me to draw the conclusion that Party I was employed by Party II.

19. It may be true that it appears from the letter of termination dated 29-12-99 at Exb. W-4 that it is signed by Shri Surendra Dempo in his personal capacity, on his letter head but merely because of this reason it would not be justified to reach the conclusion that Party II is not concerned with Exb. W-4 and this is because of the reasons discussed in the paragraphs supra.

20. Be that as it may, upon receipt of letter of termination dated 29-12-99 (Exb. W-4) Party I by his reply dated 3-1-2000 addressed to Shri Surendra Dempo at his Mumbai office address, requested to withdraw the termination order but it is seen that this letter was not promptly replied by Shri Surendra Dempo and as such Party I sent another letter dated 1-2-2000 (Exb. W-7 colly) addressed to Shri Surendra Dempo at his Mumbai office address, requesting for review of decision to terminate his services effective from 29-12-99. Party I has produced the letter dated 10-2-2000 (Exb. W-8) received by him from Shri Vivek S. Dempo who has signed for Shri Surendra V. Dempo and has stated in it by referring to Exb. W-4 and Exb. W-7 colly that there has been no change in the decision in the letter dated 29-12-99 (Exb. W-4). No reason has been assigned by Party II as to why the letter at Exb. W-5 was not promptly answered and therefore an adverse inference deserves to be drawn against Party II for its such behaviour. In case Party I was the personal driver of Shri Surendra Dempo, he would have promptly answered the letter at Exb. W-5 and even otherwise answering the said letter by Shri Vivek Dempo, vide Exb. W-8, for Shri Surendra Dempo, gives an indication that Exb. W-8 was written by Party II.

21. In his cross-examination Party I was shown xerox copy of a letter dated 4-10-96 and Party I has admitted that he has written this letter to Shri Surendra Dempo. It is taken on record as

Exb. E-1. In this letter Party I has stated that by letter dated 3-10-96 (Exb. W-1) he was appointed as driver of Shri Surendra Dempo. In this context, it is the contention of Learned Advocate for Party II that since Party I has admitted that he was appointed as driver of Shri Surendra Dempo, it becomes clear that Party I was personally employed by Shri Surendra Dempo. Perusal of this letter indicates that it has been addressed to Shri Surendra Dempo at his office address at Mumbai and merely because there is mention in this letter that Party I has been appointed as "your driver", one cannot draw the conclusion that he was the personal driver of Shri Surendra Dempo as otherwise Party I would never address this letter on the office address of Shri Surendra Dempo but would address it on his residential address. That apart, one cannot expect a driver like Party I to write Exb. E-1 meticulously to make it appear that it has been addressed to Shri Surendra Dempo, as the Director of Party II.

22. Learned Advocate for Party II by inviting my attention to the agreements at Exb. E-2 and Exb. E-3 signed between Party I and Shri Surendra Dempo in respect of loan amount of ₹ 30,000/- and ₹ 25,000/- contended that these agreements have been entered into pursuant to appointment letter at Exb. W-1 and since these agreements are signed by Shri Surendra Dempo in his personal capacity it is clear that the appointment of Party I vide Exb. E-1 is as personal driver of Shri Surendra Dempo.

23. I have already discussed by referring to Exb. E-1 as to how the contents of this letter imply that the appointment of Party I was for Party II company and therefore merely because the agreements at Exb. E-2 and E-3 are signed by Shri Surendra Dempo with mention in them that Party I will not leave the services of Shri S. V. Dempo as long as any amount under the loan is outstanding, it would not be possible to say that Party I was appointed as personal driver of Shri Surendra Dempo. That apart, in his cross-examination Party I was asked if Shri Surendra Dempo gave him the loan of ₹ 30,000/- from his personal account and Party I has expressed ignorance over this question. It may be mentioned here that no any suggestion has been put to Party I on the above subject and in case it was the contention of Party II that the said loan amount of ₹ 30,000/- or even for that matter the loan amount of ₹ 25,000/- was from the personal account of Shri Surendra Dempo, nothing had prevented Party II from proving so. It therefore follows that if such evidence was brought on record, it would

go adverse to the case of Party II. Even otherwise, Shri Surendra Dempo in his personal capacity as well as, as the Director of Party II is one and the same person and therefore strict interpretation of the expressions used in these agreements cannot be read to the advantage of Party II. That apart, reading of agreement at Exb. E-2 makes it clear that there is a statement in it reading as "we are issuing you a cheque bearing No. 351344 dated 25-10-96 drawn on Bank of Baroda, payable at Panaji in your favour, for ₹ 30,000/-" and the statement in the agreement at Exb. E-3 is that "we are issuing you a cheque bearing No. 764722 dated 5-4-99 drawn on Canara Bank, Panaji Branch, Goa in your favour for ₹ 25,000/-" and therefore from the very fact of the use of word "we" in these agreements gives a clear indication that the amounts mentioned in these agreements have been given to Party I by Party II represented by its directors. Thus, merely because Shri Surendra Dempo has signed these agreements, the same would not lead me to draw the conclusion that they are signed in his personal capacity and not as director of Party II. Similar is the case with the salary cheques of Party I at Exb. E-4 colly and the receipts issued by Party I stating that he has received the amounts of ₹ 5,600/- respectively towards his salary for those particular months and the cheques at Exb. E-5 colly which are signed by Shri Surendra Dempo, on which there is no seal of the company. That apart, since the overall evidence discussed above makes it clear that the appointment of Party I as driver and also to look after the bungalow of Shri Surendra Dempo was by Party II company, one can safely draw the conclusion that Shri Surendra Dempo signed Exb. E-4 colly and Exb. E-5 colly as the Director of Party II and not in his personal capacity.

24. It may be mentioned here that Shri Krishna Mantri, the witness No. 2 for Party I though in his chief examination stated that Party I, after Shri Surendra Dempo floated Party II company, joined Party II company as driver, in his cross-examination has made it clear that he cannot say as to in what capacity Party II was working i.e. whether as a personal driver of Shri Surendra Dempo or as a driver of Party II. Thus, evidence of this witness is of no assistance to Party I, to establish his case.

25. As rightly pointed out by the Learned Advocate for Party I, Party II has not examined Shri Surendra Dempo, who, if examined would have thrown light on the issue in controversy and this is because it is the defence of Party II that it was Shri Surendra Dempo who gave option to

Party I either to continue as an Employee of V. S. Dempo and Co. Ltd., or to join Shri Surendra V. Dempo as his personal driver and that Party I accepted the offer of Shri Surendra Dempo by requesting that he be given an increase in the salary. In the absence of examination of Shri Surendra V. Dempo before the Court, the above averments made by Party II in the written statement are not proved and consequently the fact of Shri Surendra Dempo giving option to Party I, as above, is not established. It has been rightly submitted by Lnd. Advocate for Party II by relying on the judgment in the case of **Ganagaram K. Medekar v/s Zenith Safe Mfg. Co. and Ors 1996 1 CLR 172** that even the employer is required to prove his case and if there is no evidence lead by the Employer and the Court finds that it word against word, then the benefit goes to the Workman and not the employer. Thus in the absence of testimony of Shri Surendra Dempo, before this Court, I have no other option then to accept the word of the Workman.

26. I also find force in the submission of Lnd. Adv. for Party I that Party I who was working with one of the leading company in Goa would never leave such employment and join as personal driver of the director of the another company newly floated by the said director after his separation and taking such a step would definitely be not in the interest of a person working as a driver. Even for this reason, the case setup by Party II on the above subject, cannot be believed.

27. Party II has examined Shri Amilcar C.D.N. Fernandes as its witness but it is clear from his cross-examination that he joined Mr. Dempo in the year 2001 and hence he has no personal knowledge about the dealing prior to his joining the company. This being the case, the evidence of this witness is of no help to Party II to substantiate its defence.

28. Lnd. Adv. for Party II relied on the judgments in the case of **N. C. John v/s T.T.S. & C.E. Workers Union (ISAAC.J.) 1973 LAB 1**, in the case of **Narang Letex and Dispersion Pvt. Ltd. v/s S. V. Suvarna (Mrs.) and Anr. H.C. Born 1994 2 CLR 51**, in the case of **Delta Engg. Co. P. Ltd., Ind. Tribunal v/s Meerut and Ors 1998 1 CLR 347**, in the case of **V.N.S. Engineering Services Company v/s Industrial Tribunal, Goa, Daman & Diu & Anr. Writ Petition No. 213 of 1985 High Court of Judicature at Bombay (Panaji Bench)**, in the case of **Shankar Chakravarti v/s Britannia Biscuit Co. Ltd., AIR 1979 SC 1652** and in the case of **V. K. Raj Industries Aligarh v/s The Labour Court (1) U.P. at Kanpur and Ors 1982 LAB I.C. 551**

contending that the burden of proving the case referred to the Labour Court for adjudication by the Government lies on the Workman. There is no dispute over the above settled proposition of law and even for that matter discussion supra reveals that the Workman herein has discharged the burden of proving his case by way of oral and documentary evidence, discussed in the aforesaid paras. Thus, there requires no discussion on the ratios culled out in the aforesaid judgments.

29. At any rate, since discussion above makes it clear that Party I has succeeded in proving issue No. 1, the defence of Party II that there does not exist an industrial dispute and therefore the reference is liable to be rejected, cannot stand. Hence my findings.

30. *Issue Nos. 2 & 3:* Having proved issue No. 1 and since there is no dispute over the fact that at the time of termination of his services Party II did not give notice of one month nor pay in lieu of notice to Party I so also did not grant retrenchment compensation as provided under the Act, it is clear that the termination of services of Party I w.e.f. 29-12-99 is illegal and unjustified and hence my findings.

31. *Issue No. 5:* In the claim statement Party I has not pleaded that he is not gainfully employed since the time of termination of his services. In this context, Learned Advocate for Party II rightly relied on the judgment in the case of **Kendriya Vidyalaya Sangathan and Another v. S.C. Sharma, (2005) 2 SCC 363** in which it is observed that “...When the question of determining the entitlement of a person to back wages is concerned, the Employee has to show that he was not gainfully employed. The initial burden is on him. After and if he places materials in that regard, the employer can bring on record materials to rebut the claim.

32. Since in the instant case Party I has not discharged the initial burden of proving that he is not gainfully employed since the time of termination of his services, the question of granting him back wages or reinstatement in service does not arise. Even for that matter, merely because the termination of Party I is found to be illegal it would not be justified to grant him reinstatement with full back wages and in this context reference is made to the judgment in the case of **In-charge Officer & Anr v/s Shankar Shetty 2010(9) SCC 126 and Senior Superintendent Telegraph (Traffic) Bhopal v/s Santosh Kumar Seal & Ors AIR 2010 SC 2140**, wherein the Apex Court has reiterated that “It is true that the earlier view of this Court articulated in many

decisions reflected the legal position that if the termination of an Employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an Employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.”

33. In his cross-examination Party I has produced copy of his pass book showing the entries for the period from 6-4-98 to 3-1-2002 (except the period from 7-8-99 to 1-12-2000) at Exb. W-9. He has stated that the pass book entry dated 4-8-98 shows that an amount of ₹ 5,636/- is credited to his account by way of transfer from Hindustan Foods. He has stated that he does not remember as to what kind of payment, the said amount pertains to. He was also shown entries dated 11-5-98, 12-5-98, 23-5-98, 5-6-98, 10-7-98, 10-9-98, 12-9-98, 10-10-98, 16-10-98, 27-10-98, 13-11-98, 9-12-98, 12-12-98, 8-1-99, 16-1-99, 12-2-99, 18-2-99, 23-2-99, 27-2-99, 2-3-99, 10-3-99, 7-4-99, 8-4-99, 27-5-99, 7-5-99, 7-6-99, 9-6-99, 7-7-99, 16-7-99, 6-8-99, 2-12-00, 8-12-00, 22-12-00, 7-3-01, 16-4-01, 3-5-01, 16-8-01, 2-11-01 and 2-1-02 from the pass book at Exb. W-9 and he has stated that the said amounts have been deposited to his account on the above said dates and they are the amounts which he had advanced to different parties and they have returned the same. He has also stated that he does not remember the names of the said parties to whom he had advanced the said amounts.

34. It may be mentioned here that most of the above amounts or for that matter, the amount of ₹ 5,636/- credited to the account of Party I vide pass book entry dated 4-8-98 have been deposited prior to termination of Party I on 29-12-99 vide Exb. W-4 and since Party I has not satisfactorily explained as to from where all the amounts mentioned in the preceding para came to be credited to his account, in the absence of averment in the claim statement that Party I is not gainfully employed, a conclusion could be safely drawn that Party I had been gainfully employed during the aforesaid period. Hence my findings.

35. *Issue No. 6:* Since I have already come to the conclusion that the Party I had been gainfully employed, the question of granting him the back wages or reinstating him in service, does not arise.

36. Nevertheless, it is seen that the present reference is of the year 2000 and the Party I has been litigating the matter since then. That apart, I have already come to the conclusion that the termination of Party I by Party II is illegal and unjustified and thus fact situation demands that Party I should be compensated towards the hardship and mental agony undergone by him during the aforesaid period. In such situation, I am of the opinion that the lumpsum monetary compensation of ₹ 70,000/- would be just, equitable and proper to meet the ends of justice. Hence my findings.

37. In the result and in view of discussion supra, I pass the following.

ORDER

1. It is hereby held that the action of the management of M/s. Surendra Dempo Enterprises Pvt. Ltd., Panaji-Goa, in terminating the services of Shri Carlos Cardozo, Driver, with effect from 29-12-1999, is illegal and unjustified.
2. The Party II is directed to pay to Party I monetary compensation of ₹ 70,000/- (Rupees seventy thousand only) within two months from the date of publication of award failing which the same shall carry interest at the rate of 9% p.a.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Department of Labour

Notification

No. 28/1/2013-Lab/184

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-02-2013 in reference No. IT/81/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 17th April, 2013.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI (Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/81/99

Shri Shamrao Patil,
House No. 2153,
Pangul Galli,
Belgaum.

... Workman/Party I

V/s

M/s Kadamba Transport
Corporation Ltd.,
Bus Terminus,
Panaji-Goa.

... Employer/Party II

Adv. Shri E. Cruz for Party I.

Adv. Shri A. Palekar for Party II.

AWARD

(Passed on this 22nd day of February, 2013)

By order dated 14-7-1999, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short The Act) has referred the following dispute for adjudication.

"1. Whether the action of the Kadamba Transport Corporation Limited, Panaji-Goa, in dismissing Shri Shamrao Patil, Cashier-cum-Lower Division Clerk from the services, vide demand order dated 27-8-1997, is legal and justified?

2. If not, to what relief the Workman is entitled?"

2. Upon receipt of the reference, a case was registered under No. IT/81/99 and registered AD notices were issued to both the parties and upon service, Party I filed the claim statement at Exb. 3 and Party II filed the written statement at Exb. 5. Party I then filed the rejoinder at Exb. 6.

3. The case in short is that Party I was working for Party II Corporation as a Booking Clerk. He was issued charge-sheet dated 15-4-97 for committing acts which constituted misconduct under clause 28(III) (XV) and (XVII) of the certified standing orders of the Corporation. An enquiry was conducted in respect of the charges levelled against Party I. The enquiry officer submitted his findings holding Party I guilty of the charges levelled against him. Party II/Corporation concurred with the findings and dismissed the services of Party I vide order dated 27-8-97 upon which Party I raised an industrial dispute and

pursuant to the failure report submitted by the Labour Commissioner, the Government of Goa referred the above mentioned dispute for adjudication of the Tribunal.

4. In his claim statement at Exb. 3, Party I has denied of having committed any misconduct and has stated that the charges are false and the findings of the enquiry officer are perverse. He has also stated that the punishment imposed is totally disproportionate and excessive and has challenged the fairness of the enquiry and the legality of the action taken by the Party II on the same grounds which were raised by him in his application dated 24-9-97 filed by him before the Labour Commissioner while raising the industrial dispute.

5. In their written statement at Exb. 5, Party II has stated that on 4-9-97 the KTC bus No. GA 01 X-0070 which was plying on Belgaum-Margao route was checked by the line checking staff at Quepem at which time the conductor was found with excess luggage. Upon enquiry the conductor informed that Party I had loaded the luggage at the Central Bus Terminus at Belgaum and had collected the fare of Rs. 600/- by handing over an amount of Rs. 450/- to him. It was alleged that Party I was issued a charge-sheet for the said misconduct. It is stated by Party II that the explanation given by the Party I to the charge sheet was not satisfactory, hence enquiry was initiated. It is stated that Party I had participated in the enquiry and that he was given full opportunity to defend himself in respect of the charges levelled against him. Party II has denied that the enquiry was not fair or that it was conducted in violation of the principles of natural justice. Party II has stated that the charges of misconduct were proved against the Party I and considering the findings submitted by the enquiry officer and the past records of the Party I, the services of the Party I were terminated vide order dated 27-8-97.

6. Based on the above pleadings of both the parties, the following issues were framed by this Court:

1. Whether the Party I proves that the domestic enquiry held against him is not fair and proper?
2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?

3. Whether the Party I proves that the action of the Party II in dismissing him from service w.e.f. 27-8-97 is illegal and unjustified?

4. Whether the Party I is entitled to any relief?

5. What Award?

7. Issue Nos. 1 and 2 were treated as preliminary issues and by order dated 19-11-08 issue No. 1 was answered in the negative and the issue No. 2 in the affirmative.

8. In the course of further proceedings and more particularly for adducing evidence on issue Nos. 3, 4 and 5 Party I Shri Shamrao Patil examined himself and closed the case. Party II examined one Shri Vidhyadhar Harmalkar and closed their case.

9. Heard Lnd. Adv. Shri E. Cruz for Party I and Lnd. Adv. Shri A. Palekar for Party II.

10. In his arguments Lnd. Advocate for Party I submitted that Party I had worked for the Corporation sincerely and honestly and on two occasions he had returned purses containing Rs. 400/- and Rs. 6,000/- respectively to the respective passengers, who had left the same and that he was felicitated for his above acts of honesty. He also stated that Party I is married having wife and three children and his wife is unemployed. He thus contended that Party I therefore deserves to be reinstated. According to him the punishment of dismissal from service imposed upon Party I is disproportionate to be proved misconduct.

11. On the other hand learned advocate for Party II contended that the charges levelled against Party I are of colluding with others with a view of depriving the Corporation of its legitimate revenue, dishonesty in connection with the employers business so also of taking or giving bribes or illegal gratification, which are of serious nature and therefore the punishment of dismissal from service imposed upon Party I cannot be said to be disproportionate to the proved misconduct. He also stated that in the past Party I was issued default notices and therefore it would not be justified to hold that the Party I has unblemished past record. He therefore prayed for an award holding that the action of Party II in dismissing Party I from service as legal and justified.

12. I have gone through the records of the case and have duly considered the submissions

advanced on behalf of both the parties. My findings on issue Nos. 3, 4 and 5 are as under:

Issue No. 3 : In the negative.

Issue No. 4 : In the negative.

Issue No. 5 : As per order below.

REASONS

13. *Issue No. 3:* In his evidence on this issue Party I has stated that he had worked for the Corporation sincerely and honestly and his past record is unblemished. He has stated that on two occasions he had returned purses containing Rs. 400/- and Rs. 6,000/- respectively to the passengers who had left the same and he was felicitated for his acts of honesty. He has produced paper cutting of Marathi, Tarun Bharat wherein the above news has been reported at Exb. 18 colly (subject to production of the newspaper). He has stated that he is married having wife and three children and that his wife is unemployed. He has stated that he has no other source of income.

14. In his cross-examination Party I has denied that he was issued memo dated 5-8-87 for not reporting for duty at Porvorim Depot; he has denied that he was issued show cause notice dated 7-10-87 for charging less amount of Rs. 160/- for luggage charges, as booking clerk and he has denied that he was issued show cause notice dated 24-11-88 for failure to follow the procedure of charging luggage and for willfully interfering with the duty of another conductor and thereby putting the conductor in trouble. He has however admitted that he was issued default notice dated 21-11-88 for finding two passengers travelling without ticket from Thanapur to Belgaum and in this context he has stated that he had replied to the said notice and KTC had imposed fine which he had paid. He has stated that he does not remember if he was issued default notice on 1-10-89 for having excess amount of Rs. 30/- and whether he was issued charge-sheet dated 4-1-91 for misappropriating an amount of Rs. 12/- received by him on cancellation of ticket by a passenger. He has stated that he does not recollect whether he was issued memo dated 26-6-95 for not properly recording the passengers name on the window booking seat.

15. Shri Vidhyadhar Harmalkar has also stated about the memorandum and the show cause notices (the dates of which have been suggested to Party I in his cross-examination) having been issued to Party I, however in his cross-examination Shri Harmalkar has made it clear that earlier Adv. S. N. Joshi was representing the Corporation and all the memos alongwith the personal file of

Party I was handed over to him and the said file is not traceable. He has denied the suggestion that Party I was not issued any memos.

16. It may be mentioned here that from the nature of above evidence, what could be gathered is that Party I did not produce the newspaper Marathi daily, Tarun Bharat on record and therefore the paper cuttings at Exb. 18 colly does not carry any evidentially value to say that Party I was felicitated for his act of honesty. Even for that matter, the statement of Shri Harmalkar on the subject of memos and show cause notices also cannot be accepted for want of production of these documents on record. Nonetheless, upon admission of Party I regarding issuance of default notice dated 21-11-88 and he paying fine imposed on him pursuant to it, so also from his statements regarding not recollecting about issuance of default notice on 1-10-89 charge-sheet dated 4-1-91 and memo dated 26-6-95, one can safely conclude that Party I was issued above dated notice, charge sheet and memo as otherwise nothing would prevent Party I from denying those suggestions outright. Thus, it follows that there is no truth in the statement of Party I that his past record is unblemished. Thus, even if one accepts the instances of honesty narrated by Party I of returning purses containing Rs. 400/- and Rs. 6,000/- to the respective passengers, the same would not lead me to draw the conclusion that the past record of Party I is unblemished. Nevertheless, it is not essential to consider the past record while deciding on the quantum of punishment and this is because it is held in the judgment in the case of *Janatha Bazaar etc. v/s. The Secretary Sahakari Navkarara Sangha etc. 2000 (87) FLR 483* that in the case of a proved act of misappropriation (depriving Corporation of its legitimate revenue, dishonesty in employer's business and taking/giving bribes or illegal gratification, In this case) a Workman cannot be rewarded with reinstatement in service and in such case there is no question of considering the past record.

17. No doubt, Section 11A of the Act gives liberty to the Court to set aside the order of discharge or dismissal and to direct reinstatement of the Workman of on such terms and conditions, if any, as it thinks fit, or give such other relief to the Workman including to the Award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require, but it cannot be lost sight of the fact that the discretion vested in the Courts by virtue of Section 11A of

the act is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court, or the existence of any mitigating circumstances which require the reduction of the sentence, or the past conduct of the Workman which may persuade the labour court to reduce the punishment and in the absence of any such factor existing, the labour court cannot by way of sympathy alone exercise the power under Section 11A of the Act and reduce the punishment. The above principle has been culled out in the judgments in the case of *Mahindra and Mahindra Ltd. v/s N. B. Narawade* 2005 1 CLR 803, in the case of *Kailash Nath Gupta v/s Enquiry Officer*, 2003 II CLR 72.

18. In the case at hand, it is proved vide order dated 9-11-08 that Party I colluded with other persons with the view of depriving the employer of its legitimate revenue; that he committed dishonesty in connection with the employers business or property; that he took or gave bribe or any illegal gratification and committed habitual breach of standing orders applicable to the establishment and Party I having failed to make out existence of any mitigating circumstances requiring reduction of sentence, in my view, Sec. 11A of the Act cannot be pressed into services.

19. It is held by Hon'ble Apex Court in the judgment in the case of *U.P.S.R.T. Corporation v/s Vinod Kumar* 2008 1 CLR 847 that when an employee is found guilty of misappropriation of funds, the Court should be reluctant to reduce the punishment on misplaced sympathy of a Workman.

20. In the judgment in the case of *Bhagirathmal Rainwa v/s Judge, Industrial Tribunal, Jaipur & Anr.* 1995 I CLR 295 a conductor was punished with removal from service for carrying passengers without ticket after collecting the fare and upon filing Writ Petition by the conductor the Hon'ble High Court of Rajasthan held that it should be extremely slow in interfering with evaluation of evidence made by the Tribunal and that the public servants committing misconduct involving misappropriation and cheating deserve no compassion or leniency. The judgments in the cases of *R.S.R.T.c. and another v/s Presiding Officer, Labour Court, Kota* S.B.Civil WP No. 9/95 and in *D.C. Roy v/s the Presiding Officer, Labour Court and others* AIR 1976 SC 1760 have been considered in this judgment to cull out the principle that employees belonging to the cadre

of conductors or any other cadre who is found responsible for making holes in the fabric which constitutes the foundation of the corporation, constitutes a serious threat to the entire industry so also that where a person is found guilty of misconduct in relation to dishonesty, the punishment of dismissal can neither be considered as harsh nor unfair.

21. In the light of above judicial pronouncements viz-a-viz the nature of misconduct committed by Party I, it goes without saying that the punishment imposed on Party I is not disproportionate to the gravity of misconduct so as to disturb the conscience of the court and it therefore follows that Party I has totally failed to prove issue No. 3. Hence my findings.

22. *Issue No. 4:* In the light of discussion supra, Party I is not entitled to any relief.

23. In view of above discussion, I pass the following.

ORDER

1. It is hereby held that the action of the Kadamba Transport Corporation Limited, Panaji-Goa, in dismissing Shri Shamrao Patil, Cashier-cum-Lower Division Clerk from the services, vide demand order dated 27-8-1997, is legal and justified.
2. The Workman, Shri Shamrao Patil, is therefore not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court.

Notification

No. 28/1/2013-Lab/175

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 04-02-2013 in reference No. C-IT/13/11 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 16th April, 2013.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Case No. C-IT/13/11

Shri Kamlakant Halankar,
Conductor, Badge No. 5401,
Vasco Dept.,
Rep. by Adv. A. Kundaikar,
Panaji-Goa.

... Complainant/Party I

V/s

M/s Kadamba Transport
Corporation Ltd.,
Paraiso de Goa,

Alto, Porvorim. ... Opponent/Party II

Adv. Shri A. Kundaikar for Complainant/Party I.

Adv. Shri J. Mane for Opponent/Party II.

AWARD

(Passed on 4th day of February, 2013)

This is a complaint filed by the complainant u/s 33-A The Industrial Disputes Act (for short The Act) stating that he had raised a dispute in respect of illegal withholding of two annual increments for the year 1994 and 1995 by order dated 5-2-94 and pursuant to this a reference is pending before this Tribunal bearing reference No. 54/07, for adjudication. It is stated that pending the above reference the employer sent him a note dated 28-4-11, through the accounts section directing him to deposit the shortage amount by further stating that the same would otherwise be recovered for the month of May, 2011. It is stated that the said note was issued without any memorandum calling upon the complainant to furnish explanation in respect of the proposed penalty and thereafter an amount of Rs. 1,490/- was deducted from his salary for the month of May, 2011 without any inquiry as contemplated in the certified standing orders as applicable to Party II. It is stated that the said deduction is in violation of principles of natural justice as applicable to the Corporation and the Assistant Accountant, Vasco depot had no powers of whatsoever nature to deduct the amount of the salary of Party I. It is stated that Party I replied to the purported note and clarified that the shortage was on account of the fact that when Party I was on duty on 11-1-06 on vehicle GA-01 X 0213 the same met with an accident in which Party I sustained injuries and his belongings along with the cash were lost. It is stated that Party I filed

the complaint before the police in respect of shortage of amount. It is stated that before recovery of the short amount from the salary of month of May, 2011, no departmental enquiry was conducted nor Party I was given reasonable opportunity and therefore the said recovery is illegal and Party I is entitled for the said illegally deducted amount. It is stated that the present complaint is filed for violation of Section 33(2)(b) of the I. D. Act. The Party I has therefore prayed to allow the complaint and to quash and set aside the order dated 28-4-11 passed by the Assistant Accountant without authority.

2. In the written statement Party II has stated that complainant did not dispute the short payment of Rs. 1,490/- and therefore the question of issuing charge-sheet and holding the enquiry does not arise. It is stated that deducting money due from the complainant from his salary, no way constitutes contravention of Section 33 of I. D. Act. It is stated that if the complainant is unable to show that the employer has contravened Section 33 in making order of discharge or dismissal, the complaint would be liable to be rejected. Thus, in short, the Party II has prayed to dismiss the complaint.

3. In view of the above averments of the respective parties following issues were framed:

1. Whether the Party I proves that the Accounts section of Party II malafidely deducted an amount of Rs. 1,490/- from his salary for May, 2011 during the pendency of Ref. 54/07, for adjudication before this Tribunal?
2. Whether the Party I proves that the said deduction is in violation of the principles of natural justice and certified standing orders as applicable to the Party II?
3. Whether Party I proves that Party II has contravened Section 33 of Industrial Disputes Act, 1947?
4. Whether the Party II proves that Party I did not dispute the short payment of Rs. 1,490/- deposited by him on 11-1-06 and hence the question of issuing charge-sheet and holding enquiry does not arise?
5. What relief? What Award?

4. In the course of the evidence complainant examined only himself and closed the case. Party II did not lead evidence in support of their defence.

5. Heard Learned Advocate Shri A. Kundaikar for Party I and Learned Adv. Shri C. J. Mane for Party II.

6. I have gone through the records of the case and have duly considered the arguments advanced by both the Learned Advocates.

7. My findings on the above issues are as under:

Issue No. 1 : In the Positive.

Issue No. 2 : In the Positive.

Issue No. 3 : In the Positive

Issue No. 4 : In the Negative.

Issue No. 5 : As per order below.

REASONS

8. *Issue Nos. 1 & 4:* Both these issues are answered together for the sake of convenience, being interconnected.

9. There is otherwise no dispute that at the point of time when the amount of Rs.1,490/- was deducted from the salary of Party I for the month of May, 2011. Reference No. 54/07 was pending adjudication before this Tribunal and this is because the fact of pendency of above reference is otherwise not denied by Party II, in their written statement.

10. It is clear from the pleadings of the parties that there is no dispute over the deduction or the amount of Rs. 1,490/- from the salary of Party I for the month of May, 2011 by Accounts Section of Party II. In his evidence Party I has produced a note dated 28-4-11 issued by the Accounts Section of Party II at Exb. 13. He has stated that vide this note he was directed to give explanation in respect of shortage amount of Rs. 1,490/- deposited by him on 11-1-06. Party I has also produced his pay slip for the month of May, 2011 at Exb. 14 and this document makes it clear that an amount of Rs. 1,490/- has been deducted from the salary of Party I, for the month of May, 2011.

11. As rightly pointed out by Learned Advocate for Party I reading of Exb. 13 makes it clear that Party I was asked to deposit shortage of Rs. 1,490/- immediately, as the auditors had raised query and asked to recover the shortage immediately, failing which Party I was told that the same would be recovered from May, 2001 salary. It is therefore clear from above, that Party I did not deposit the shortage and therefore the amount came to be deducted from his salary for the month of May, 2001. This being the case, the contention of Party II that Party I did not

dispute the short payment of Rs. 1,490/- and hence the question of issuing charge-sheet and holding an enquiry, does not arise, cannot be accepted. That apart, Party II has not adduced evidence to bring on record the fact that Party I did not dispute the short payment of Rs.1,490/- and therefore even for this reason, the above contention of Party II cannot be believed.

12. It is stated by Party I that the Assistant Accountant, Vasco depot had no powers of whatsoever nature to deduct the amount from the salary of the Workman. The above statement of Party I is not denied in his cross-examination and even otherwise no positive evidence has been adduced by Party II to establish that the Assistant Accountant, Vasco depot had such powers. Thus, it is clear that the Accounts Section of Party II malafidely deducted the above amount from the salary of Party I for the month of May, 2011. Hence my findings.

13. *Issue Nos. 2 & 3:* Both these issues are answered together to avoid repetition of facts.

14. It is stated by Party I that the above deduction is in violation of principles of natural justice and certified standing orders as applicable to Party II. Learned Advocate for Party I invited my attention to Clause 29 (B)(i) of the standing orders of the Party II which reads as under:

"No Workman shall be punished till a written memorandum or charges, setting forth the circumstances appearing against him and the nature of the misconduct involved, and requiring his explanation has been issued to him and he has been afforded a reasonable opportunity to submit his explanation in writing".

15. Reading of above, therefore makes it clear that in terms of above clause, before punishing a Workman a written memorandum or charges setting forth the circumstances appearing against him and the nature of misconduct involved, calling for his explanation has to be issued to the Workman by giving him opportunity to submit his explanation in writing. Nothing has been brought on record by Party II to indicate that they have complied with the above requirement imposed by their standing orders, before punishing the Party I, by deducting a sum of Rs.1,490/- from his salary for the month of May, 2011. On the contrary as pointed out in the preceding para that it is pleaded by Party II that since complainant did not dispute short payment of Rs. 1,490/-, the question of issuing charge-sheet and holding an

enquiry, does not arise. It is therefore clear that no opportunity was given to the Party I by Party II to explain the cause or said shortage and that the amount has been deducted from his salary for the month of May, 2011 without complying with Clause 29(B)(i) of the certified standing order of Party II.

16. Now coming to the contention of Party I that Party II has contravened Section 33 of the Act, it may be mentioned that the present complaint is filed u/s 33-A of the Act which relates to special provision for adjudication as to whether conditions of service, etc. changed during pendency of proceedings. This section gives liberty to the employee, to make complaint in writing to the Tribunal as well as other authorities mentioned in Section 33-A (b) of the Act in case the employer contravenes the provisions of Section 33 of the Act. Undoubtedly, it is the grievance of the Party I herein that Party II has contravened the provisions of Section 33 (2)(b) of the Act. Learned Advocate for Party II relied on the judgment in the case of *Management, Dainik Naveen Duniyu, Jabalpur v/s Presiding Officer, Labour Court. Jabalpur & others 1991 II CLR 153* contending that before a complaint u/s 33-A against the employer is entertained, the Workman must show that the employer has contravened the provisions of Section 33 during the pendency of the proceedings. In this case the complaint was filed against the employer for having contravened the provisions of Section 33(1) (a) of the Act on the grounds that the complainant has been transferred thereby changing the conditions of his service during the pendency of the reference made by him to the labour court relating to fixation of his wages. It is held in this judgment that the offending alteration in service conditions has no connection with the pending dispute and therefore Section 33(1)(a) are not attracted in this situation. Thus, the observations in the above judgment came to be made in the said context. Contrary to this, in the instant case, the complaint has been made u/s 33(2)(b) of the Act on the grounds that Party I has been punished for the misconduct not connected with the dispute, without compliance of the standing orders applicable to him. Thus, the fact situation in the present case is totally different from the fact situation in the above judgment and therefore the ratio in the same cannot be made applicable to the instant case.

17. Be that as it may, relevant extract of Section 33 (2)(b), when quoted reads as under:

33(2): During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a complainant concerned in such dispute (or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied between him and the complainant).

(a)

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that complainant:

Provided that no such complainant shall be discharged to dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

18. Reading of the above, makes it clear that proviso to Section 33(2)(b) prohibits only discharge or dismissal of the Workman by the employer without paying wages for one month and without making an application to the authority before which the proceeding is pending for approval of the action taken by the employer. This in turn makes it clear that this proviso does not prohibit the employer from punishing or imposing any punishment other than dismissal or discharge, without complying the requirements of the said proviso. Nonetheless, it deserves to be noted that for discharging or punishing the Workman whether by dismissal or otherwise the employer has to act in accordance with the standing orders applicable to the Workman, concerned in such dispute. It is pertinent to note that Party I herein has neither been discharged nor dismissed but has been punished by deducting an amount of Rs.1,490/- from his salary for the month of May, 2011 which punishment, as rightly submitted by the Learned Advocate for Party I has to be construed as the punishment which is otherwise then discharge and dismissal and therefore the question of Party II complying with the requirements of proviso to Section 33 (2)(b) of the Act does not arise. It may also be mentioned here that deduction of amount from the monthly salary would amount to change in the conditions of service as envisaged in Section 33-A of the Act. Nonetheless, the fact that becomes clear is that the employer has punished the Workman not in accordance with the standing orders as applicable to him and therefore the order dated 28-4-11 passed by the Asstt. Accountant,

Vasco asking Party I to deposit shortage immediately or else recovering the same from May, 2011 salary and consequently deducting the said amount from the monthly salary of May, 2011 of Party I needs to be set aside, the same being not in accordance with the standing orders of Party II. Hence my findings.

20. In the result and in view of discussion supra, I pass the following:

ORDER

1. Complaint is allowed.
2. It is hereby held that order dated 28-4-11 passed by the Assistant Accountant is without any authority and therefore the same is quashed and set aside.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Department of Official Language and Public Grievances

Directorate of Official Language

Order

No. 5/24/2013/DOL/GKA/DPC/141

The Government is pleased to reconstitute with immediate effect the Departmental Promotion Committee in Goa Konkani Akademi as under:

- | | | |
|--|---|-----------|
| 1. Director, Directorate of
Official Language | — | Chairman. |
| 2. President—Goa Konkani
Akademi | — | Member. |
| 3. Secretary—Goa Konkani
Akademi | — | Member. |

The Committee shall meet as and when require to decide on the matters related to promotion/confirmation of the staff of Goa Konkani Akademi.

This issues with the approval of the Government vide U.O. No. 3710/F dated 18-4-2013.

By order and in the name of the Governor of Goa.

Dr. *Prakash Vazrikar*, Director (Official Language).
Panaji, 26th April, 2013.

Department of Panchayati Raj & Community Development

Directorate of Panchayats

Read: Notice of Election and Public Notice

Form I

[See Rule 10(1)]

Notice is hereby given that:—

The elections will be held to elect the members of the below mentioned Village Panchayats on 16th June, 2013.

Sr. No.	Name of Village Panchayats	Ward No.	Reserved for OBC/ST/Women
1	2	3	4
1.	V. P. Curti-Candepar, Ponda	IX	—
2.	V. P. Corgao, Pernem	II	Women.
3.	V. P. Raia, Salcete	VII	Women.
4.	V. P. Corlim, Tiswadi	V	—

Nominations may be delivered by a candidate to the Returning Officer in his office between such hours as to be fixed by the State Election Commission.

By order and in the name of the Governor of Goa.

Hage Khoda, Secretary (Panchayats).

Panaji, 8th May, 2013.

Department of Personnel

Order

No. 13/8/2013-PER

Government of Goa is pleased to grant extension of service to Shri Savio I de Sa, Senior Technical Examiner promoted on ad hoc basis, to the post of Chief Engineer in Public Works Department and posted at Chief Technical Examiner on full fledged basis on deputation as Chief Technical Examiner in Vigilance Department beyond the date of his superannuation for a period of one year with effect from 01-05-2013 to 30-04-2014. On extension he shall continue to hold the post on deputation as Chief Technical Examiner in the Pay Band—4, ₹ 37,400-67,000+GP ₹ 10,000/- and shall draw the salary against the post of Chief Engineer—II (PWD).

The extension is subject to termination, without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Siddhi Halarnakar, Under Secretary (Personnel-II)
Porvorim, 26th April, 2013.

Order

File No. 6/18/2013-PER

The Governor of Goa is pleased to order transfer and posting of Shri Siddhivinayak S. Naik, Secretary, Goa Konkani Academy as Member Secretary, Kala Academy, with immediate effect and until further orders.

Shri Siddhivinayak S. Naik shall hold the charge of the post of Secretary, Goa Konkani Academy in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 26th April, 2013.

Order

File No. 4/4/2010-PER (Part)

Read: Order No. 7/1/92-PER (PF.) dated 22-10-2012.

The ad hoc promotion of Ms. Fatima Rodrigues, Deputy Labour Commissioner to the post of Commissioner, Labour and Employment is hereby extended for a further period of 6 months w.e.f. 01-02-2013 to 31-07-2013 or till the post is filled on regular basis, whichever is earlier.

This issues with the approval of Goa Public Service Commission vide their letter No. COM/II/11/28(1)/2013/76 dated 09-04-2013.

By order and in the name of the Governor of Goa.

Siddhi Halarnakar, Under Secretary (Personnel-II).
Porvorim, 24th April, 2013.

Order

File No. 15/16/2012-PER

The Governor of Goa is pleased to promote on ad hoc basis, the following Awal Karkuns to the posts in the cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies (Group 'B' Gazetted) in the pay scale of ₹ 9,300-34,800+

Grade Pay ₹ 4,600/- with immediate effect and post them on the posts shown against their names:

Sr. No.	Name of the Officer	Posted on promotion as
1.	Shri Shailendra J. Dessai, AK, Collectorate, North	Jt. Mamlatdar-II, Tiswadi thereby relieving Smt. Veera Nayak, Jt. Mamlatdar-III, Tiswadi of the additional charge.
2.	Ms. Priya S. Samant, AK, Collectorate, North	Jt. Mamlatdar-III, Ponda thereby relieving Smt. Sangeeta Naik, Junior Scale officer of the additional charge.
3.	Ms. Archana M. Faterpekar, AK, Collectorate, North	Asst. Director of Civil Supplies thereby relieving Shri Shripad Majik, Mamlatdar Bicholim of the additional charge.

The above ad hoc promotion will not bestow on them any claim for regular appointment and the services rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher post.

The above ad hoc promotion shall be for a period of one year in the first instance, or till the posts are filled on regular basis, whichever is earlier.

The pay of the above officers, on promotion, shall be fixed as per rules.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 24th April, 2013.

◆◆◆
Department of Public Health

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Order

No. 47/53/2010-I/PHD

Government is pleased to promote Dr. M. Mohandas, Chief Medical Officer, National Leprosy Control Programme to the post of Deputy Director (Public Health) (Group "A" Gazetted) under Directorate of Health Services on ad hoc basis in the pay scale of PB—3, ₹ 15,600-39,100+Grade Pay ₹ 6,600/- for an initial period of one year or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment will not bestow on Dr. M. Mohandas, any claim for regular

appointment nor the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

The above ad hoc promotion is made against the vacancy occurred due to retirement of Dr. R. S. Nadkarni w.e.f. 30-11-2012.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).
Porvorim, 29th April, 2013.

Order

No. 13/2/2001-I/PHD (part-II)

Read: Government Order No. 13/2/2001-I/PHD (Part-II) dated 13-10-2010.

Government is pleased to re-constitute the below mentioned Committee for purchase of equipments/instruments for the Directorate of Food and Drugs Administration comprising the following members.

- | | |
|---|-------------|
| 1. Director of Food and Drugs Administration, Panaji | — Chairman. |
| 2. Deputy Director, Food and Drugs Administration, Panaji | — Member. |
| 3. Senior Scientific Officer (Drugs) Food and Drugs Administration Laboratory, Bambolim | — Member. |
| 4. Senior Scientific Officer (Food) Food and Drugs Administration Laboratory, Bambolim | — Member. |
| 5. Addl. Secretary (Health) Secretariat, Porvorim | — Member. |
| 6. Addl. Secretary (Finance) Secretariat, Porvorim | — Member. |
| 7. Accounts Officer, Food and Drugs Administration, Panaji | — Member. |
| 8. Mr. Iraj Khalees, Cipla Pharmaceuticals, Verna-Goa | — Member. |
| 9. Shri Jalesh Burye, M/s Unichem Laboratories Ltd., Pilerne | — Member. |
| 10. Dr. Chandrakant Shetye, Director, Vision Care Hospital, Duler, Mapusa-Goa | — Member. |

The Committee shall follow a time bound schedule and comply as under:

- The above Committee shall pre-qualify the products (equipments/instruments) as per suitability and requirement, before opening the financial bid;
- Recommend the equipments and instruments with adequate justification.
- Ensure that all codal formalities are followed for the procurements.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Health-II).
Porvorim, 19th April, 2013.

Order

No. 44/2/2010-I/PHD

Government is pleased to accept the technical resignation tendered by Dr. Atul Anil Naik Gaunekar, Junior Gynaecologist under Directorate of Health Services vide letter dated 10-04-2013 and he is hereby relieved from the said post w.e.f. 02-05-2013 (a.n.) in order to enable him to join his new posting as Senior Gynaecologist under Directorate of Health Services.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).
Porvorim, 2nd May, 2013.

Order

No. 44/13/2011-I/PHD

Read: 1) Order No. 22/4/2003-I/PHD dated 06-02-2011.

2) Order No. 47/62/2010-I/PHD-PF. dated 29-03-2012.

Ex post facto approval of the Government is hereby extended for continuation of contract appointment of Dr. Sidhesh S. Tirodkar, Medical Officer (Contract basis), Hospicio Hospital, Margao under the Directorate of Health Services, Panaji-Goa for a further period of one year w.e.f. 07-03-2013 to 06-03-2014 or till the post is filled on regular basis, whichever is earlier on monthly emoluments of ₹ 30,000/- (Rupees thirty thousand only) subject to the same terms and conditions contained in the earlier Agreement executed by his with the Government.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Health-II).
Porvorim, 2nd May, 2013.

Order

No. 22/4/2003-I/PHD

Dr. Prity Sandip Shetye, Junior Paediatrician at North Goa District Hospital, Mapusa, shall work at Hospicio Hospital, Margao during the leave period of Dr. Kalpana Satarkar from 25-04-2013 to 25-05-2013, purely on working arrangement basis.

On expiring of the leave period Dr. Prity Sandip Shetye, shall be repatriated to North Goa District Hospital, Mapusa.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 30th April, 2013.

Addendum

No. 4/19/2002-II/PHD

Read: Government Order No. 4/19/2002-II/PHD dated 07-07-2011.

In the Government Order cited at preamble, after the 1st para, following para shall be added, as under:

"Dr. (Mrs.) Leena Goel shall be on probation period for a period of 02 years with effect from her date of joining during which she shall maintain her Annual Assessment Reports".

The rest of the contents shall remain the same.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 25th April, 2013.

Addendum

No. 4/18/2002-II/PHD/Vol.I

Read: Government Order No. 4/18/2002-II/PHD/Vol.I dated 02-11-2010.

In the Government Order cited at preamble, after the 1st para, following para shall be added, as under:

"Dr. Isabella Coelho Arlinda shall be on probation period for a period of 2 years with effect

from her date of joining during which she shall maintain her Annual Assessment Reports".

The rest of the contents shall remain the same.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 25th April, 2013.

Corrigendum

No. 47/10/2011-I/PHD

Read: Order No. 47/10/2011-I/PHD dated 16-08-2011.

In the Government order cited above, the Pay Scale of Dietician mentioned at Sr. No. 37 shall be substituted to read as follows:

Sr. No.	Designation of the post	No. of posts	Pay Scale
37.	Dietician	1	PB—2, 9,300-34,800+ +GP 4,200/-.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 25th April, 2013.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 64/1/2013/PCE-PWD-ADM(II)/461

The order No. 64/1/2013/PCE-PWD-ADM(II)/456 dated 24-04-2013, transferring Shri Shivanand S. Salelkar, Surveyor of Works (Civil), from Circle Office VI (PHE), PWD, Altinho, Panaji and posting him as Executive Engineer in Goa State Pollution Control Board, Panaji on deputation, stands cancelled.

By order and in the name of the Governor of Goa.

J. J. S. Rego, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 30th April, 2013.

Department of Sports and Youth Affairs

Directorate of Sports and Youth Affairs

—
Order

No. DSYA/YS/Youth Policy/2013-14/467

Government is pleased to constitute a Core Committee consisting of the following members to formulate the State Youth Policy for the State of Goa.

- | | |
|---|-------------|
| 1. Shri Ramesh Tawadkar,
Hon. Minister for Sports
& Youth Affairs | — Chairman. |
| 2. Dr. Pramod Sawant,
Hon. MLA (Sankhali) | — Member. |
| 3. Shri Rohan Kaunte,
Hon. MLA (Porvorim) | — Member. |
| 4. Shri Prasad Loylienkar,
Director of Art & Culture | — Member. |
| 5. Shri Bhaskar G. Nayak,
Director of Higher Education | — Member. |
| 6. Prof. Purnanand G. Chari,
Professor, Mallikarjun
College, Canacona | — Member. |
| 7. Smt. Kajal C. Kerkar,
Research Scholar &
National Youth Awardee | — Member. |
| 8. Shri Anant S. S. Agni,
Konkani Basha Mandal,
Margao | — Member. |
| 9. Shri Naguesh Sardesai,
Teacher, Grade-I, Peoples'
Hr. Sec. School, Mala-Panaji | — Member. |
| 10. Adv. Atmaram Barve,
Youth Activist/Leader | — Member. |
| 11. Dr. Santosh Patkar,
Co-ordinator NSS Cell,
Goa University | — Member. |
| 12. Adv. Gaurav Gopal Joshi,
Valpoi, Satari-Goa | — Member. |
| 13. Shri Teotonio D'Costa,
Konkani Theater Expert | — Member. |
| 14. Shri Shirish Lawande,
NYK, Youth Co-ordinator
(South) | — Member. |
| 15. Shri Kalidas Ghatwal,
NYK Youth Co-ordinator
(North) | — Member. |

- | | |
|---|------------------------|
| 16. Shri V. M. Prabhu Desai,
Director of Sports & Youth
Affairs | — Member
Secretary. |
|---|------------------------|

The Core Committee will study the Draft Youth Policy of Government of India and other States and prepare a suitable Youth Policy for the State of Goa and submit its Report on priority.

By order and in the name of the Governor of Goa.

V. M. Prabhu Desai, Director & ex officio Jt. Secretary (Sports & Youth Affairs).

Panaji, 3rd May, 2013.



Department of Urban Development

Directorate of Municipal Administration

—
Order

No. 10/306/2012/Ponda/Part III/334

- Read: (1) Order No. 10/9/94-DMA/Vol XII dated 26-5-1995, published in the Official Gazette, (Extraordinary), Series II No. 8 dated 26-5-1995.
- (2) Order No. 10/306/2000-DMA/1091 dated 18-9-2000, published in the Official Gazette, (Extraordinary No. 2), Series II No. 24 dated 18-9-2000.
- (3) Order No. 10/9/94-DMA/Vol. XII/2595 dated 7-10-2005, published in the Official Gazette, (Extraordinary No. 3), Series II No. 27, dated 7-10-2005 and
- (4) Order No. 10/206/2005/DMA/2722 dated 6-10-2010, published in the Official Gazette, Series II No. 28 dated 7-10-2010.

In exercise of the powers conferred by sub-section (1) of Section 10 read with clause (c) of sub-section (2) of Section 9 of the Goa Municipalities Act, 1968 (Act No. 16 of 1968), I, Elvis P. Gomes, Director of Urban Development/Municipal Administration, hereby reserve the seat for the office of Chairperson in the Ponda Municipal Council for women on rotation basis.

By order and in the name of the Governor of Goa.

Elvis P. Gomes, Director & ex officio Addl. Secretary (Urban Development/Municipal Administration).

Panaji, 3rd May, 2013.

Notification

No. 1/7/UDD/2003/367

In exercise of the powers conferred by clause 6 of the Rules and Regulations of the Goa State Urban Development Agency, the Government of Goa hereby re-constitutes the General Body of the Goa State Urban Development Agency, as under:

General Body

- | | | |
|---|---|-------------------|
| (1) Hon. Minister for Urban Development | — | Chairman. |
| (2) Shri Rajsingh Rane | — | Vice-Chairman. |
| (3) Principal Secretary (Urban Development) | — | Member. |
| (4) Joint Secretary (Finance) | — | Member. |
| (5) Director, Planning Statistics & Evaluation | — | Member. |
| (6) The Principal Chief Engineer (PWD) | — | Member. |
| (7) The Chief Town Planner (CTP) | — | Member. |
| (8) Managing Director (GSIDC) | — | Member. |
| (9) Dr. Vasudeo Rajendra Deshprabhu, Pernem | — | Member. |
| (10) Shri Leo Rodrigues, Margao | — | Member. |
| (11) Shri Valigno Dias, Vasco | — | Member. |
| (12) Shri Atul Datye, Valpoi | — | Member. |
| (13) Shri Manohar Shirodkar, Bicholim | — | Member. |
| (14) Director of Municipal Administration/Urban Development | — | Member Secretary. |

This issues in supersession of this Department Notification No. 1/7/UDD/2003/722, dated 18-6-2012.

By order and in the name of the Governor of Goa.

Elvis P. Gomes, Director & ex officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 7th May, 2013.

Notification

No. 1/7/UDD/2003/368

In exercise of the powers conferred by clause 6 of the Rules and Regulations of the Goa State Urban Development Agency, the Government of Goa hereby re-constitutes the Governing Body of the Goa State Urban Development Agency, as under:

Governing Body

- | | | |
|--|---|-------------------|
| (1) Hon. Minister for Urban Development/Dy. Chief Minister | — | Chairman. |
| (2) Shri Rajsingh Rane, Mapusa | — | Vice-Chairman. |
| (3) Principal Secretary (Urban Development) | — | Member. |
| (4) Joint Secretary (Finance) | — | Member. |
| (5) Director, Planning Statistics & Evaluation | — | Member. |
| (6) The Principal Chief Engineer (PWD) | — | Member. |
| (7) The Chief Town Planner (CTP) | — | Member. |
| (8) The Chief Project Officer (GSUDA) | — | Member. |
| (9) Director of Urban Development | — | Member Secretary. |

This issues in supersession of this Department Notification No. 1/7/UDD/2003/908, dated 4-7-2012.

By order and in the name of the Governor of Goa.

Elvis P. Gomes, Director & ex officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 7th May, 2013.

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